

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HUDSONVILLE CREAMERY AND ICE CREAM COMPANY, LLC		12/31/2021	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FREEDOM 3 CAPITAL, LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	12 East 49th Street, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5425321	DEER TRAXX	
<b>Registration Number:</b>	5494183	TRAVERSE CITY CHERRY FUDGE	
<b>Registration Number:</b>	5246471	HUDSONVILLE	
<b>Registration Number:</b>	5548245	HUDSONVILLE MIDWEST CRAFTED CREAMERY PRE	
<b>Registration Number:</b>	5245647	HUDSONVILLE	
<b>Registration Number:</b>	5018833	LIFE'S BETTER FRESH	
<b>Registration Number:</b>	4842724	HUDSONVILLE NATURALS	
<b>Registration Number:</b>	4891238	CREAMERY BLEND	
<b>Registration Number:</b>	4887627	SUPERSCOOP	
<b>Registration Number:</b>	2850987	SLEEPING BEAR DUNES BEAR HUG	
<b>Registration Number:</b>	2845001	MICHIGAN DEER TRAXX	
<b>Serial Number:</b>	90446698	RANDOM ACTS OF ICE CREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4152686538		
<b>Email:</b>	achung@mofo.com		

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**Correspondent Name:** Jennifer Lee Taylor, Morrison & Foerster  
**Address Line 1:** 425 Market Street  
**Address Line 4:** San Francisco, CALIFORNIA 94105

**ATTORNEY DOCKET NUMBER:** 020853-0000004

**NAME OF SUBMITTER:** Muzamil Huq

**SIGNATURE:** /mhuq/

**DATE SIGNED:** 02/03/2022

**Total Attachments: 7**

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 31, 2021 AMONG THE AGENT, GRANTOR, HOLDINGS, EACH SUBSIDIARY OF HOLDINGS AND GRANTOR PARTY THERETO AND CIBC BANK USA (THE "SENIOR AGENT") TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY GRANTOR PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF DECEMBER 31, 2021 AMONG GRANTOR, HOLDINGS, CERTAIN OF THE SUBSIDIARIES, THE SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH CREDIT AGREEMENT AND OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") is made as of this 31st day of December, 2021, by HUDSONVILLE CREAMERY AND ICE CREAM COMPANY, LLC, a Michigan corporation ("**Grantor**"), in favor of FREEDOM 3 CAPITAL, LLC, as collateral agent ("**Agent**") for the purchasers party to the Note Purchase Agreement referred to below (the "**Purchasers**").

### W I T N E S S E T H

WHEREAS, Grantor, certain Affiliates of Grantor, Agent and the Purchasers are parties to a certain Note Purchase Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Note Purchase Agreement**") and other related Transaction Documents of even date herewith (collectively, with the Note Purchase Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for the Purchasers to purchase secured subordinated notes from the Grantor and (ii) for the grant by the Note Parties to Agent, for the benefit of itself and the Purchasers, of a security interest in certain of the Note Parties' assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for the benefit of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings

thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor represents and warrants to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened in writing with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before Grantor's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term; Royalties. The term of this Security Agreement shall extend until the payment in full of the Obligations. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Grantor.

7. Intentionally Omitted.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any Trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantor's obligations under this Section 10 shall be borne by Grantor.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent, upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in

the use of the Trademarks, (ii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, (iii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone or (iv) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of New York from time to time.

16. Binding Effect: Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.


20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Senior Debt Intercreditor Agreement. This Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of December 31, 2021 among the Agent, the Grantor, Holdings, each Subsidiary of Holdings and Grantor party thereto and CIBC Bank USA (the "Senior Agent") to the indebtedness (including interest) owed by the Grantor pursuant to that certain Credit Agreement dated as of December 31, 2021 among the Grantor, Holdings, certain of the Subsidiaries, the Senior Agent and the lenders from time to time party thereto and the other Senior Debt Documents (as defined in the Subordination Agreement), as such Credit Agreement and other Senior Debt Documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under those agreements as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

[signature page follows]

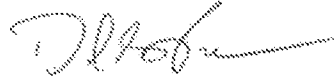
IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above

HUDSONVILLE CREAMERY AND ICE CREAM  
COMPANY, LLC

By:   
Name: Dennis Ellens  
Title: Manager

Agreed and accepted as of the date  
first written above:

**FREEDOM 3 CAPITAL, LLC,**  
as Collateral Agent



By: \_\_\_\_\_

Name: Daniel Tamkin

Title: Managing Manager



**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
DEER TRAXX	87577377	5425321	03/13/18
TRAVERSE CITY CHERRY FUDGE	87536245	5494183	06/12/18
HUDSONVILLE	87313108	5246471	07/18/17
HUDSONVILLE MIDWEST CRAFTED CREAMERY PREMIUM ICE CREAM SINCE 1926	87276781	5548245	08/28/18
HUDSONVILLE	87275233	5245647	07/18/17
LIFE'S BETTER FRESH	86637423	5018833	08/09/16
HUDSONVILLE NATURALS	86447754	4842724	10/27/15
CREAMERY BLEND	86327199	4891238	01/26/16
SUPERSCOOP	86322206	4887627	01/19/16
SLEEPING BEAR DUNES BEAR HUG	78266766	2850987	06/08/04
MICHIGAN DEER TRAXX	78266765	2845001	05/25/04

**TRADEMARK APPLICATIONS**

TRADEMARK	APPLICATION NUMBER	FILED DATE
SCOOP HAPPY	90677011 <i>(intent to use)</i>	04/28/21
RANDOM ACTS OF ICE CREAM	90446698	01/04/21